

AG Contract No KR02-0722TRN
ADOT ECS File: JPA 02-54
Project: H 5028 01C
Section: US70 Pima to Thatcher
(Storm Drain, Sidewalks, Lighting)

INTERGOVERNMENTAL AGREEMENT

BETWEEN
STATE OF ARIZONA
AND
TOWN OF PIMA, ARIZONA

THIS AGREEMENT is entered into 23rd December, 2002, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), and the TOWN OF PIMA, ARIZONA, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. Incident to the State's construction on US-70, which includes roadway improvements, curb, gutter and sidewalks, roadway lighting at Alder Lane and drainage improvements, the Town requests the State include a storm drain crossing at the US 70 / 1st East Street intersection, herein referred to as the "Project", in an amount of \$13,200 00 and shown on Exhibit A, attached hereto and made a part hereof, at the Town's expense.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25703
Filed with the Secretary of State
Date Filed: 12/23/02

Petrey Gayless
Secretary of State

By: Dan J. Kraenewald

II. SCOPE OF WORK

1 The State will:

a Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town's review comments as appropriate.

b Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the Town on any Project related construction change orders and be responsible for cost of same when related to the State's construction project. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

c Invoice the Town in the amount of \$13,200.00, for the Town's share of the cost of the Project. Upon completion of construction, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the roadway inside the State rights-of-way.

2 The Town will:

a Review the design documents and provide comments. Be responsible for any Project related construction change orders requested by the Town. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the Town.

b Upon completion and acceptance of the Project by the State, provide maintenance for the storm drain crossing portion of the Project, pay electric energy to operate Alder Lane lighting and provide maintenance to sidewalks within or outside of the State rights-of-way.

c Within 30 days after receipt of an invoice, reimburse the State for the Town's share of the costs of the Project, in a lump sum of \$13,200.00. Be responsible for reasonable direct actual costs upon completion of the Project.

III. MISCELLANEOUS PROVISIONS

1 This agreement shall become effective upon filing with the Secretary of State.

2 This agreement shall remain in force and effect until completion of said Project and payments, provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, subject to State budgeting laws, may be cancelled at any time, with 30 days written notice to the other party, prior to the award of a construction contract.

3 This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4 The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5 In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6 All notices or demands upon any party to this agreement relating to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
(FAX) 602-712-7424

Town of Pima
Town Manager
Box 426
Pima, AZ 85543


7 Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written

TOWN OF PIMA

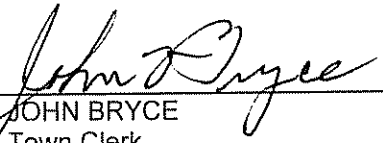
STATE OF ARIZONA

Department of Transportation

By 
VINCE KIEFFER
Mayor

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

ATTEST

By 
JOHN BRYCE
Town Clerk

02-054-SPM-Pima
31Oct2002

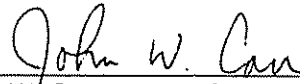
ESTIMATE
FOR
TOWN OF PIMA

[illegible]

RESOLUTION

BE IT RESOLVED on this 1st day of November, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the INTERMODAL TRANSPORTATION DIVISION, to enter into an intergovernmental agreement with TOWN OF PIMA, for the purpose of defining responsibilities for maintenance and cost of electric power, incident to the State's roadway improvements to US-70, from Pima to Thatcher, and a storm drain crossing requested by the Town.

Therefore, authorization is hereby granted to draft said agreement, which upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "John W. Carr", is written over a horizontal line.

JOHN W. CARR, P.E., Staff Engineer
Development / Intermodal Transportation Division
for VICTOR M. MENDEZ, Director

TOWN OF PIMA

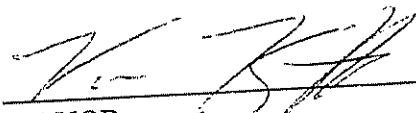
RESOLUTION NO. 332

Box 426
110 W. Center
Pima, Arizona 85543
(928) 485-2611
FAX: (928) 485-9230
TDD: (928) 428-0778

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR MAINTENANCE AND COST OF ELECTRIC POWER, INCIDENT TO THE STATE'S ROADWAY IMPROVEMENTS TO US-70, FROM PIMA TO THATCHER, AND A STORM DRAIN CROSSING REQUESTED BY THE TOWN.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF PIMA, GRAHAM COUNTY, ARIZONA, have determined that it is in the best interests of the Town of Pima to enter into an intergovernmental agreement with the State of Arizona Department of Transportation, acting by and through the Intermodal Transportation Division, for the purpose of defining responsibilities for maintenance and cost of electric power, incident to the State's roadway improvements to US-70, from Pima to Thatcher, and a storm drain crossing requested by the Town.

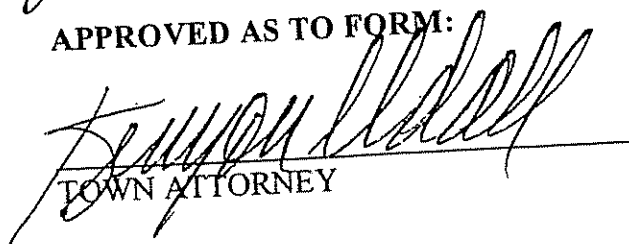
PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pima, Graham County, Arizona, this 3rd day of December 2002.


MAYOR

ATTEST:


TOWN CLERK/MANAGER

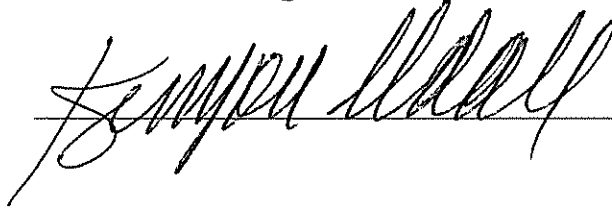
APPROVED AS TO FORM:


TOWN ATTORNEY

APPROVAL OF THE TOWN OF PIMA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the TOWN OF PIMA and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 3rd day of December, 2002.





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680
Direct: (602) 542-8855
Fax: (602) 542-3646

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FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0722TRN (JPA 02-54), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED December 12, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

/srs

Att.